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13 SPINS LLC

14  
15 **UNITED STATES DISTRICT COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA**

17  
18 SPINS LLC, a Delaware Limited Liability  
Company,

19 Plaintiff,

20 v.

21 SATORI TECHNOLOGY, LLC, a  
22 Delaware Limited Liability Company,

23 Defendants.  
24  
25  
26  
27  
28

**Case No. 2:22-cv-7742-SPG (Ex)**

**STIPULATED  
PROTECTIVE ORDER**

1     1.     PURPOSES AND LIMITATIONS

2             Disclosure and discovery activity in this action are likely to involve  
 3     production of confidential, proprietary, or private information for which special  
 4     protection from public disclosure and from use for any purpose other than  
 5     prosecuting this litigation may be warranted. Accordingly, the parties hereby  
 6     stipulate to and petition the court to enter the following Stipulated Protective Order.  
 7     The parties acknowledge that this Order does not confer blanket protections on all  
 8     disclosures or responses to discovery and that the protection it affords from public  
 9     disclosure and use extends only to the limited information or items that are entitled  
 10    to confidential treatment under the applicable legal principles. The parties further  
 11    acknowledge, as set forth in Section 14.4, below, that this Stipulated Protective  
 12    Order does not entitle them to file confidential information under seal; Civil Local  
 13    Rule 79-5 sets forth the procedures that must be followed and the standards that  
 14    will be applied when a party seeks permission from the court to file material under  
 15    seal.

16    2.     DEFINITIONS

17            2.1    Challenging Party: a Party or Non-Party that challenges the  
 18    designation of information or items under this Order.

19            2.2    “CONFIDENTIAL” Information or Items: information (regardless of  
 20    how it is generated, stored or maintained) or tangible things that qualify for  
 21    protection under Federal Rule of Civil Procedure 26(c).

22            2.3    Counsel (without qualifier): Outside Counsel of Record and House  
 23    Counsel (as well as their support staff).

24            2.4    Designating Party: a Party or Non-Party that designates information or  
 25    items that it produces in disclosures or in responses to discovery as  
 26    “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
 27    ONLY.”

28            2.5    Disclosure or Discovery Material: all items or information, regardless

1 of the medium or manner in which it is generated, stored, or maintained (including,  
2 among other things, testimony, transcripts, and tangible things), that are produced  
3 or generated in disclosures or responses to discovery in this matter.

4 2.6 Expert: a person with specialized knowledge or experience in a matter  
5 pertinent to the litigation who (1) has been retained by a Party or its counsel to  
6 serve as an expert witness or as a consultant in this action, (2) is not a past or  
7 current employee of a Party or of a Party's competitor, and (3) at the time of  
8 retention, is not anticipated to become an employee of a Party or of a Party's  
9 competitor.

10 2.7 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
11 Information or Items: extremely sensitive "Confidential Information or Items,"  
12 disclosure of which to another Party or Non-Party would create a substantial risk of  
13 serious harm that could not be avoided by less restrictive means.

14 2.8 House Counsel: attorneys who are employees of a party to this action.  
15 House Counsel does not include Outside Counsel of Record or any other outside  
16 counsel.

17 2.9 Non-Party: any natural person, partnership, corporation, association, or  
18 other legal entity not named as a Party to this action.

19 2.10 Outside Counsel of Record: attorneys who are not employees of a  
20 party to this action but are retained to represent or advise a party to this action and  
21 have appeared in this action on behalf of that party or are affiliated with a law firm  
22 which has appeared on behalf of that party.

23 2.11 Party: any party to this action, including all of its officers, directors,  
24 employees, consultants, retained experts, and Outside Counsel of Record (and their  
25 support staffs).

26 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
27 Discovery Material in this action.

28 2.13 Professional Vendors: persons or entities that provide litigation

1 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
 2 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
 3 and their employees and subcontractors.

4 2.14 Protected Material: any Disclosure or Discovery Material that is  
 5 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –  
 6 ATTORNEYS’ EYES ONLY.”

7 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
 8 Material from a Producing Party.

### 9 3. SCOPE

10 The protections conferred by this Stipulation and Order cover not only  
 11 Protected Material (as defined above), but also (1) any information copied or  
 12 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
 13 compilations of Protected Material; and (3) any testimony, conversations, or  
 14 presentations by Parties or their Counsel that might reveal Protected Material.  
 15 However, the protections conferred by this Stipulation and Order do not cover the  
 16 following information: (a) any information that is in the public domain at the time  
 17 of disclosure to a Receiving Party or becomes part of the public domain after its  
 18 disclosure to a Receiving Party as a result of publication not involving a violation  
 19 of this Order, including becoming part of the public record through trial or  
 20 otherwise; and (b) any information known to the Receiving Party prior to the  
 21 disclosure or obtained by the Receiving Party after the disclosure from a source  
 22 who obtained the information lawfully and under no obligation of confidentiality to  
 23 the Designating Party. Any use of Protected Material at trial shall be governed by a  
 24 separate agreement or order.

### 25 4. DURATION

26 Even after final disposition of this litigation, the confidentiality obligations  
 27 imposed by this Order shall remain in effect until a Designating Party agrees  
 28 otherwise in writing or a court order otherwise directs. Final disposition shall be

1 deemed to be the later of (1) dismissal of all claims and defenses in this action, with  
 2 or without prejudice; and (2) final judgment herein after the completion and  
 3 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
 4 including the time limits for filing any motions or applications for extension of time  
 5 pursuant to applicable law.

## 6 5. DESIGNATING PROTECTED MATERIAL

### 7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

8 Each Party or Non-Party that designates information or items for protection under  
 9 this Order must take care to limit any such designation to specific material that  
 10 qualifies under the appropriate standards. To the extent it is practical to do so, the  
 11 Designating Party must designate for protection only those parts of material,  
 12 documents, items, or oral or written communications that qualify – so that other  
 13 portions of the material, documents, items, or communications for which protection  
 14 is not warranted are not swept unjustifiably within the ambit of this Order.

15 Mass, indiscriminate, or routinized designations are prohibited. Designations  
 16 that are shown to be clearly unjustified or that have been made for an improper  
 17 purpose (e.g., to unnecessarily encumber or retard the case development process or  
 18 to impose unnecessary expenses and burdens on other parties) expose the  
 19 Designating Party to sanctions.

20 If it comes to a Designating Party's attention that information or items that it  
 21 designated for protection do not qualify for protection at all or do not qualify for the  
 22 level of protection initially asserted, that Designating Party must promptly notify all  
 23 other parties that it is withdrawing the mistaken designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in  
 25 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
 26 stipulated or ordered, Disclosure or Discovery

27 Material that qualifies for protection under this Order must be clearly so  
 28 designated before the material is disclosed or produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic documents,  
3 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
4 the Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY  
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that contains  
6 protected material. If only a portion or portions of the material on a page qualifies  
7 for protection, the Producing Party also must clearly identify the protected  
8 portion(s) (e.g., by making appropriate markings in the margins) and must specify,  
9 for each portion, the level of protection being asserted.

10 A Party or Non-Party that makes original documents or materials available  
11 for inspection need not designate them for protection until after the inspecting Party  
12 has indicated which material it would like copied and produced. During the  
13 inspection and before the designation, all of the material made available for  
14 inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
15 ONLY.” After the inspecting Party has identified the documents it wants copied  
16 and produced, the Producing Party must determine which documents, or portions  
17 thereof, qualify for protection under this Order. Then, before producing the  
18 specified documents, the Producing Party must affix the appropriate legend  
19 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
20 ONLY”) to each page that contains Protected Material. If only a portion or portions  
21 of the material on a page qualifies for protection, the Producing Party also must  
22 clearly identify the protected portion(s) (e.g., by making appropriate markings in  
23 the margins) and must specify, for each portion, the level of protection being  
24 asserted.

25 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
26 that the Designating Party identify on the record, before the close of the deposition,  
27 hearing, or other proceeding, all protected testimony and specify the level of  
28 protection being asserted. When it is impractical to identify separately each portion

1 of testimony that is entitled to protection and it appears that substantial portions of  
2 the testimony may qualify for protection, the Designating Party may invoke on the  
3 record (before the deposition, hearing, or other proceeding is concluded) a right to  
4 have up to 21 days to identify the specific portions of the testimony as to which  
5 protection is sought and to specify the level of protection being asserted. Only those  
6 portions of the testimony that are appropriately designated for protection within the  
7 21 days shall be covered by the provisions of this Stipulated Protective Order.

8 Alternatively, a Designating Party may specify, at the deposition or up to 21 days  
9 afterwards if that period is properly invoked, that the entire transcript shall be  
10 treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
11 EYES ONLY.”

12 Parties shall give the other parties notice if they reasonably expect a  
13 deposition, hearing or other proceeding to include Protected Material so that the  
14 other parties can ensure that only authorized individuals who have signed the  
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those  
16 proceedings. The use of a document as an exhibit at a deposition shall not in any  
17 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL  
18 – ATTORNEYS’ EYES ONLY.”

19 Transcripts containing Protected Material shall have an obvious legend on  
20 the title page that the transcript contains Protected Material, and the title page shall  
21 be followed by a list of all pages (including line numbers as appropriate) that have  
22 been designated as Protected Material and the level of protection being asserted by  
23 the Designating Party. The Designating Party shall inform the court reporter of  
24 these requirements. Any transcript that is prepared before the expiration of a 21-day  
25 period for designation shall be treated during that period as if it had been designated  
26 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless  
27 otherwise agreed. After the expiration of that period, the transcript shall be treated  
28 only as actually designated.



1 (c) for information produced in some form other than documentary and for  
 2 any other tangible items, that the Producing Party affix in a prominent place on the  
 3 exterior of the container or containers in which the information or item is stored the  
 4 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
 5 EYES ONLY.” If only a portion or portions of the information or item warrant  
 6 protection, the Producing Party, to the extent practicable, shall identify the  
 7 protected portion(s) and specify the level of protection being asserted.

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
 9 failure to designate qualified information or items does not, standing alone, waive  
 10 the Designating Party’s right to secure protection under this Order for such  
 11 material. Upon timely correction of a designation, the Receiving Party must make  
 12 reasonable efforts to assure that the material is treated in accordance with the  
 13 provisions of this Order.

## 14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
 16 designation of confidentiality at any time. Unless a prompt challenge to a  
 17 Designating Party’s confidentiality designation is necessary to avoid foreseeable,  
 18 substantial unfairness, unnecessary economic burdens, or a significant disruption or  
 19 delay of the litigation, a Party does not waive its right to challenge a confidentiality  
 20 designation by electing not to mount a challenge promptly after the original  
 21 designation is disclosed.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
 23 resolution process by providing written notice of each designation it is challenging  
 24 and describing the basis for each challenge. To avoid ambiguity as to whether a  
 25 challenge has been made, the written notice must recite that the challenge to  
 26 confidentiality is being made in accordance with this specific paragraph of the  
 27 Protective Order. The parties shall attempt to resolve each challenge in good faith  
 28 and must begin the process by conferring directly (in voice to voice dialogue; other



1 forms of communication are not sufficient) within 14 days of the date of service of  
2 notice. In conferring, the Challenging Party must explain the basis for its belief that  
3 the confidentiality designation was not proper and must give the Designating Party  
4 an opportunity to review the designated material, to reconsider the circumstances,  
5 and, if no change in designation is offered, to explain the basis for the chosen  
6 designation. A Challenging Party may proceed to the next stage of the challenge  
7 process only if it has engaged in this meet and confer process first or establishes  
8 that the Designating Party is unwilling to participate in the meet and confer process  
9 in a timely manner.

10       6.3 Judicial Intervention. If the Parties cannot resolve a challenge without  
11 court intervention, the Designating Party shall file and serve a motion to retain  
12 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule  
13 79-5, if applicable) within 21 days of the initial notice of challenge or within 14  
14 days of the parties agreeing that the meet and confer process will not resolve their  
15 dispute, whichever is earlier. Each such motion must be accompanied by a  
16 competent declaration affirming that the movant has complied with the meet and  
17 confer requirements imposed in the preceding paragraph. Failure by the  
18 Designating Party to make such a motion including the required declaration within  
19 21 days (or 14 days, if applicable) shall automatically waive the confidentiality  
20 designation for each challenged designation. In addition, the Challenging Party may  
21 file a motion challenging a confidentiality designation at any time if there is good  
22 cause for doing so, including a challenge to the designation of a deposition  
23 transcript or any portions thereof. Any motion brought pursuant to this provision  
24 must be accompanied by a competent declaration affirming that the movant has  
25 complied with the meet and confer requirements imposed by the preceding  
26 paragraph.

27       The burden of persuasion in any such challenge proceeding shall be on the  
28 Designating Party. Frivolous challenges and those made for an improper purpose

(e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and

1 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (c) Experts (as defined in this Order) of the Receiving Party to whom  
3 disclosure is reasonably necessary for this litigation and who have signed the  
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (d) the court and its personnel;

6 (e) court reporters and their staff, professional jury or trial consultants, mock  
7 jurors, and Professional Vendors to whom disclosure is reasonably necessary for  
8 this litigation and who have signed the “Acknowledgment and Agreement to Be  
9 Bound” (Exhibit A);

10 (f) during their depositions, witnesses in the action to whom disclosure is  
11 reasonably necessary and who have signed the “Acknowledgment and Agreement  
12 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or  
13 ordered by the court. Pages of transcribed deposition testimony or exhibits to  
14 depositions that reveal Protected Material must be separately bound by the court  
15 reporter and may not be disclosed to anyone except as permitted under this  
16 Stipulated Protective Order.

17 (g) the author or recipient of a document containing the information or a  
18 custodian or other person who otherwise possessed or knew the information.

19 (h) any mediator or settlement officer, and their supporting personnel,  
20 mutually agreed upon by any of the parties engaged in settlement  
21 discussions, and who have signed the “Acknowledgment and Agreement to Be  
22 Bound” (Exhibit A).

23 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
24 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
25 writing by the Designating Party, a Receiving Party may disclose any information  
26 or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
27 only to:

28 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as

1 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
 2 disclose the information for this litigation;

3 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably  
 4 necessary for this litigation, (2) who have signed the “Acknowledgment and  
 5 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth  
 6 in paragraph 7.4(a), below, have been followed;

7 (c) the court and its personnel;

8 (d) court reporters and their staff, professional jury or trial consultants, mock  
 9 jurors, and Professional Vendors to whom disclosure is reasonably necessary for  
 10 this litigation and who have signed the “Acknowledgment and Agreement to Be  
 11 Bound” (Exhibit A); and

12 (e) the author or recipient of a document containing the information or a  
 13 custodian or other person who otherwise possessed or knew the information.

14 (f) any mediator or settlement officer, and their supporting personnel,  
 15 mutually agreed upon by any of the parties engaged in settlement  
 16 discussions, and who have signed the “Acknowledgment and Agreement to Be  
 17 Bound” (Exhibit A).

18 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY  
 19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to  
 20 Experts.

21 (a) Unless otherwise ordered by the court or agreed to in writing by the  
 22 Designating Party, a Party that seeks to disclose to an Expert (as defined in this  
 23 Order) any information or item that has been designated “HIGHLY  
 24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c)  
 25 first must make a written request to the Designating Party that (1) sets forth the full  
 26 name of the Expert and the city and state of his or her primary residence, (2)  
 27 attaches a copy of the Expert’s current resume, and (3) identifies the Expert’s  
 28 current employer(s).

1 (b) A Party that makes a request and provides the information specified in the  
 2 preceding respective paragraphs may disclose the subject Protected Material to the  
 3 identified Expert unless, within 14 days of delivering the request, the Party receives  
 4 a written objection from the Designating Party. Any such objection must set forth in  
 5 detail the grounds on which it is based.

6 (c) A Party that receives a timely written objection must meet and confer  
 7 with the Designating Party (through direct voice to voice dialogue) to try to resolve  
 8 the matter by agreement within seven days of the written objection. If no agreement  
 9 is reached, the Party seeking to make the disclosure to the Expert may file a motion  
 10 as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if  
 11 applicable) seeking permission from the court to do so. Any such motion must  
 12 describe the circumstances with specificity, set forth in detail the reasons why the  
 13 disclosure to the Expert is reasonably necessary, assess the risk of harm that the  
 14 disclosure would entail, and suggest any additional means that could be used to  
 15 reduce that risk. In addition, any such motion must be accompanied by a competent  
 16 declaration describing the parties' efforts to resolve the matter by agreement (i.e.,  
 17 the extent and the content of the meet and confer discussions) and setting forth the  
 18 reasons advanced by the Designating Party for its refusal to approve the disclosure.

19 In any such proceeding, the Party opposing disclosure to the Expert shall  
 20 bear the burden of proving that the risk of harm that the disclosure would entail  
 21 (under the safeguards proposed) outweighs the Receiving Party's need to disclose  
 22 the Protected Material to its Expert.

23  
 24 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
 25 IN OTHER LITIGATION

26 If a Party is served with a subpoena or a court order issued in other litigation  
 27 that compels disclosure of any information or items designated in this action as  
 28 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES

1 ONLY” that Party must:

2 (a) promptly notify in writing the Designating Party. Such notification shall  
3 include a copy of the subpoena or court order;

4 (b) promptly notify in writing the party who caused the subpoena or order to  
5 issue in the other litigation that some or all of the material covered by the subpoena  
6 or order is subject to this Protective Order. Such notification shall include a copy of  
7 this Stipulated Protective Order; and

8 (c) cooperate with respect to all reasonable procedures sought to be pursued  
9 by the Designating Party whose Protected Material may be affected.<sup>1</sup>

10 If the Designating Party timely seeks a protective order, the Party served with  
11 the subpoena or court order shall not produce any information designated in this  
12 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
13 EYES ONLY” before a determination by the court from which the subpoena or  
14 order issued, unless the Party has obtained the Designating Party’s permission in  
15 writing. The Designating Party shall bear the burden and expense of seeking  
16 protection in that court of its confidential material – and nothing in these provisions  
17 should be construed as authorizing or encouraging a Receiving Party in this action  
18 to disobey a lawful directive from another court.

19 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
20 PRODUCED IN THIS LITIGATION

21 (a) The terms of this Order are applicable to information produced by a  
22 Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY  
23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
24 Non-Parties in connection with this litigation is protected by the remedies and relief  
25 provided by this Order. Nothing in these provisions should be construed as  
26

27 <sup>1</sup> The purpose of imposing these duties is to alert the interested parties to the existence of this Protective Order and to  
28 afford the Designating Party in this case an opportunity to try to protect its confidentiality interests in the court from  
which the subpoena or order issued.

1 prohibiting a Non-Party from seeking additional protections.

2 (b) In the event that a Party is required, by a valid discovery request, to  
3 produce a Non-Party's confidential information in its possession, and the Party is  
4 subject to an agreement with the Non-Party not to produce the Non-Party's  
5 confidential information, then the Party shall:

6 1. promptly notify in writing the Requesting Party and the Non-Party that  
7 some or all of the information requested is subject to a confidentiality agreement  
8 with a Non-Party;

9 2. promptly provide the Non-Party with a copy of the Stipulated  
10 Protective Order in this litigation, the relevant discovery request(s), and a  
11 reasonably specific description of the information requested; and

12 3. make the information requested available for inspection by the Non-  
13 Party.

14 (c) If the Non-Party fails to seek a protective order from this court within  
15 14 days of receiving the notice and accompanying information, the Receiving Party  
16 may produce the Non-Party's confidential information responsive to the discovery  
17 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
18 not produce any information in its possession or control that is subject to the  
19 confidentiality agreement with the Non-Party before a determination by the court.<sup>2</sup>  
20 Absent a court order to the contrary, the Non-Party shall bear the burden and  
21 expense of seeking protection in this court of its Protected Material.

## 22 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
24 Protected Material to any person or in any circumstance not authorized under this  
25 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
26 writing the Designating Party of the unauthorized disclosures, (b) use its best  
27 \_\_\_\_\_

28 <sup>2</sup> The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this court.



1 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
2 person or persons to whom unauthorized disclosures were made of all the terms of  
3 this Order, and (d) request such person or persons to execute the “Acknowledgment  
4 and Agreement to Be Bound” that is attached hereto as Exhibit A.

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain  
8 inadvertently produced material is subject to a claim of privilege or other  
9 protection, the obligations of the Receiving Parties are those set forth in Federal  
10 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
11 whatever procedure may be established in an e-discovery order that provides for  
12 production without prior privilege review. Pursuant to Federal Rule of Evidence  
13 502(d) and (e), the parties agree and the Court so orders that the attorney-client  
14 privilege and attorney work-product protection are not waived by inadvertent  
15 disclosure connected with the action pending before the Court, and as such,  
16 disclosure is not a waiver of the privilege or protection in any other federal or state  
17 proceeding.

18 12. MISCELLANEOUS

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
20 person to seek its modification by the court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
22 Protective Order no Party waives any right it otherwise would have to object to  
23 disclosing or producing any information or item on any ground not addressed in  
24 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
25 any ground to use in evidence of any of the material covered by this Protective  
26 Order.

27 12.3 Export Control. Disclosure of Protected Material shall be subject to all  
28 applicable laws and regulations relating to the export of technical data contained in

1 such Protected Material, including the release of such technical data to foreign  
2 persons or nationals in the United States or elsewhere. The Producing Party shall be  
3 responsible for identifying any such controlled technical data, and the Receiving  
4 Party shall take measures necessary to ensure compliance.

5 12.4 Filing Protected Material. Without written permission from the  
6 Designating Party or a court order secured after appropriate notice to all interested  
7 persons, a Party may not file in the public record in this action any Protected  
8 Material. A Party that seeks to file under seal any Protected Material must comply  
9 with Civil Local Rule 79-5. Protected Material may only be filed under seal  
10 pursuant to a court order authorizing the sealing of the specific Protected Material  
11 at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a  
12 request establishing that the Protected Material at issue is privileged, protectable as  
13 a trade secret, or otherwise entitled to protection under the law. If a Receiving  
14 Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-  
15 5 is denied by the court, then the Receiving Party may file the Protected Material in  
16 the public record pursuant to Civil Local Rule 79-5 unless otherwise instructed by  
17 the court.

18 12.5 Privileged Communications with Counsel. A party need not log party's  
19 communications that include counsel of record in this litigation in order to preserve  
20 a claim of privilege to the extent dated after the date outside counsel was engaged  
21 by such party with respect to this action and so long as such communications were  
22 not shared with a third party.

23 13. FINAL DISPOSITION

24 Within 60 days after the final disposition of this action, as defined in  
25 paragraph 4, each Receiving Party must return all Protected Material to the  
26 Producing Party or destroy such material. As used in this subdivision, "all Protected  
27 Material" includes all copies, abstracts, compilations, summaries, and any other  
28 format reproducing or capturing any of the Protected Material. Whether the

Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: April 17, 2023

ORRICK HERRINGTON & SUTCLIFFE LLP

By: /s/ Nathan Shaffer

CLEMENT S. ROBERTS  
NATHAN SHAFFER  
Attorneys for Plaintiff  
SPINS LLC

Dated: April 17, 2023

BUCHALTER

By: /s/ Willmore F. Holbrow

WILMORE F. HOLBROW  
Attorney for Defendant  
Satori Technology, LLC

Dated: April 18, 2023

/s/ Charles F. Eick

Honorable Charles F. Eick  
United States Magistrate Judge

**SIGNATURE AUTHORIZATION**

Pursuant to Local Rule 5-4.3.4(a)(2), I hereby attest that all signatories listed above, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

Dated: April 17, 2023

By: /s/ Nathan Shaffer

NATHAN SHAFFER

EXHIBIT A  
AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protected Order that was issued by the United States District Court of the Central District of California in the case of *Spins LLC v. Satori Technology, LLC Case No. 2:22-cv-7742-SPG*.

I agree to comply with and to be bound by all the terms of this Stipulate Protective Order, and I understand and acknowledge that failure to do comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulate Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such an enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_